

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

KING COUNTY,

Plaintiff,

v.

TRAVELERS INDEMNITY CO.,
PROVIDENCE WASHINGTON
INSURANCE CO., *et al.*,

Defendants.

Civil Action No. 2:14-cv-01957-BJR

ORDER DENYING DEFENDANT
PROVIDENCE WASHINGTON'S
MOTION FOR PARTIAL SUMMARY
JUDGMENT

ORDER

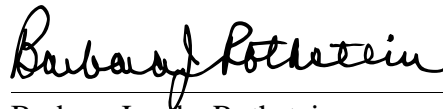
Defendant Providence Washington Insurance Company ("Providence") moves for summary judgment on bad-faith claims brought by Plaintiff King County. Providence argues that the County's bad-faith claims fail as a matter of law because there is no underlying duty to defend. Having already determined in its previous Order [Dkt. #444] that Providence breached its duty to defend King County, the Court denies summary judgment on this basis.

Providence also asserts that the Court should grant summary judgment on King County's "request for coverage by estoppel" on the County's bad-faith claims. Dkt. 295 at 8. Coverage by estoppel allows an insured in some circumstances to maintain an action against its insurer for bad faith "regardless of whether the insurer was ultimately correct in determining that coverage

1 did not exist.” *Coventry Assocs v. Americans States Ins. Co.*, 961 P.2d 933, 937 (Wash. 1998).

2 In other words, coverage by estoppel is an alternative bad-faith theory for policyholders who are
3 not able to prove an actual bad-faith *breach*. However, the Court has already determined that
4 Providence breached the duty to defend, making any estoppel argument irrelevant to the ultimate
5 disposal of King County’s bad-faith claims. Therefore, Providence’s Motion for Partial
6 Summary Judgment [Dkt. #295] is denied.

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9 Dated this 13th day of February, 2017.

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14 Barbara Jacobs Rothstein
15 U.S. District Court Judge
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